

HONORABLE RICARDO S. MARTINEZ

HONORABLE S. KATE VAUGHAN

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

NATIONAL CASA ASSOCIATION d/b/a  
NATIONAL CASA/GAL ASSOCIATION  
FOR CHILDREN, a Washington public  
benefit corporation,

Petitioner,

v.

UNCOMMONBOND INC. d/b/a 3dASAP  
PROMOTIONAL SOLUTIONS, a Texas  
corporation,

Respondent.

Case No. 2:21-cv-01511-RSM-SKV

STIPULATION AND ORDER TO DISMISS  
PURSUANT TO RULE 41(a)(1)(A)(ii)

NOTE ON MOTION CALENDAR:  
February 15, 2022

WHEREAS, Petitioner National CASA Association d/b/a National CASA/GAL Association for Children (“National CASA”) and Respondent unCommonBond Inc. d/b/a 3dASAP Promotional Solutions (“3dASAP”), by and through their respective counsel, have conferred and agree that the arbitration provision in Section 5.8 of the parties’ Business Transference Agreement for Online Store ShopCASA (the “Agreement”) (*see* Dkt. 1-1) is valid and enforceable; and

WHEREAS, National CASA and 3dASAP agree to arbitrate all disputes between the parties, as set forth in Paragraph 8 of the Petition to Compel Arbitration (Dkt. 1), specifically, National CASA’s claims that 3dASAP breached the Agreement, breached a separate license

agreement and associated National CASA brand guidelines, willfully infringed National CASA's trademarks, and engaged in unfair methods of competition and unfair and deceptive acts or practices directed at National CASA ("National CASA's Claims"); and

WHEREAS, 3dASAP agrees to accept service of National CASA's Demand for Arbitration via email sent to <glenda.pittard@3dASAP.com>, <gspittard@3dASAP.com>, and <clientsolutions@3dASAP.com>, with a copy to attorney of record dlanglely@iptechlaw.com, if the parties cannot achieve a negotiated resolution of National CASA's Claims within 60 days of entry of dismissal of this action;

WHEREAS, the parties agree to negotiate in good faith towards achieving a negotiated resolution and, if the parties are unable to thereby reach resolution, the parties shall mediate the case before a mutually agreeable third party neutral within the 60 day period; and

WHEREAS, 3dASAP agrees that service of National CASA's Demand for Arbitration to the email addresses above shall constitute service of process under the rules of JAMS; and

WHEREAS, National CASA and 3dASAP agree that nothing in this Stipulation precludes either party's right to (i) file suit in this court or any other court of competent jurisdiction for the purpose of confirming or vacating any award made in binding arbitration and/or for the purpose of enforcing any such award or (ii) seek injunctive relief as permitted in Section 5.8 of the Agreement;

THEREFORE, in accordance with Federal Rule of Civil Procedure 41(a)(1)(A)(ii), the parties stipulate that this action shall be dismissed with prejudice, with each side bearing its own costs and attorneys' fees.

Dated this 15th day of February, 2022.      Respectfully submitted,

FOCAL PLLC

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Attorney for Respondent unCommonBond Inc.

**ORDER**

The Court, having reviewed the Stipulation to Dismiss Pursuant to Fed. R. Civ. P. 41(a)(1)(A)(ii) submitted by Petitioner National CASA Association and Respondent unCommonBond Inc. and finding good cause therefore, hereby ORDERS as follows:

The parties are hereby ordered to submit the disputes between the parties, as set forth in Paragraph 8 of the Petition to Compel Arbitration (Dkt. 1), to binding arbitration within 60 days of entry of this Order; and

This action is dismissed with prejudice, with each side bearing its own costs and attorneys' fees.

Nothing in this Order shall preclude either party from filing suit in this court or any other court of competent jurisdiction for the purpose of confirming or vacating any award made in binding arbitration and/or for the purpose of enforcing any such award, or from seeking injunctive relief as permitted in Section 5.8 of the parties' Business Transference Agreement for Online Store ShopCASA (*see* Dkt. 1-1).

IT IS SO ORDERED.

DATED this 22<sup>nd</sup> day of February, 2022.



RICARDO S. MARTINEZ  
CHIEF UNITED STATES DISTRICT JUDGE

**CERTIFICATE OF SERVICE**

I, Kimberlee L. Gunning, hereby certify that on February 15, 2022, I caused a true and correct copy of the foregoing STIPULATION AND [PROPOSED] ORDER TO DISMISS PURSUANT TO FED. R. CIV. P. 41(a)(1)(A)(ii) to be served on all parties via the Court's CM/ECF system, and to H. Dale Langley, Jr. via email at [dlanglej@iptechlaw.com](mailto:dlanglej@iptechlaw.com).

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

Dated: February 15, 2022

s/ Kimberlee L. Gunning

Kimberlee L. Gunning, WSBA #35366